

FEDERAL MARITIME COMMISSION

DOCKET NO. 14-02

**OCEANIC BRIDGE INTERNATIONAL, INC. – POSSIBLE VIOLATIONS OF
SECTION 10(a)(1) OF THE SHIPPING ACT OF 1984**

ORDER TO SUPPLEMENT THE RECORD

On February 21, 2014, the Commission commenced this proceeding by issuing an Order of Investigation and Hearing of alleged violations of the Shipping Act by respondent Oceanic Bridge International, Inc. (Oceanic Bridge). *Oceanic Bridge International, Inc. – Possible Violations of Section 10(a)(1) of the Shipping Act of 1984* (FMC Feb. 21, 2014) (Order of Investigation and Hearing). The Commission named the Bureau of Enforcement (BOE) as a party to the proceeding. *Id.* at 5.

The proceeding is before me on BOE's motion for decision on default. BOE attached to the motion verified statements of two Commission employees (Nash D. Asandas and Michael F. Carley) and a copy of BOE's request for admission directed to Oceanic Bridge to which Oceanic Bridge did not respond. BOE also filed an appendix with fifty exhibits. Exhibit 1 is a list prepared by BOE of the forty-nine shipments on which BOE contends Oceanic Bridge violated the Shipping Act. (BOE App. at 2-3.) Exhibits 2-50 are shipping documents for each of the forty-nine shipments. (BOE App. at 5-369.)

After reviewing BOE's motion and the record, I have determined that additional information is necessary for a full and complete record on which to base a decision. Therefore, it is hereby

ORDERED that on or before July 16, 2014, BOE supplement the record with the following information.

1. Application for a License as an Ocean Transportation Intermediary.

The record reflects that the Commission licensed Oceanic Bridge as a non-vessel-operating common carrier. BOE is ordered to file a copy of Oceanic Bridge's Application for a License as an Ocean Transportation Intermediary.

2. Ray Tang and Mr. Tong Tang.

The requests for admissions served on Oceanic Bridge ask it to admit that Ray Tang is Oceanic Bridge's lawful agent for acceptance of service and that Ray Tang received the Commission's Order of Investigation and Hearing. (Req. Adm. No. 43-45.) The Verified Statement of Nash D. Asandas (VS Asandas) states that Mr. Tong Tang is Oceanic Bridge's sole owner, president, and qualifying individual. (VS Asandas ¶ 6.) What is the relationship between Ray Tang and Mr. Tong Tang?

3. Certificate of Dissolution.

The Asandas Statement states that "the records of the California Secretary of State indicate that Oceanic Bridge was dissolved as a California corporation on December 24, 2012, upon its filing of a certificate of dissolution." (VS Asandas ¶ 7.) BOE is ordered to file a copy of the California records indicating this dissolution.

4. Service Contracts.

The Order of Investigation and Hearing alleges that during the period at issue, Oceanic Bridge was party to service contracts 429377 and 518197 with Maersk Line. *Oceanic Bridge – Possible Violations*, Order ¶ 18 (FMC Feb. 21, 2014) (Order of Investigation and Hearing). The Order alleges that instead of shipping on Maersk pursuant to its own service contracts, Oceanic Bridge unlawfully accessed service contract 460860 between Maersk Line and Dalian Haiqiao Enterprises Co. Ltd. (Dalian Haiqiao) on forty-nine shipments. *Oceanic Bridge – Possible Violations*, Order ¶ 9 (FMC Feb. 21, 2014) (Order of Investigation and Hearing). In its motion for default, BOE states that Oceanic Bridge accessed service contract 460860 on forty-five shipments and Maersk-Dalian Haiqiao service contract 518178 on four shipments. (Motion for Default at 4-5.)

Addressing the service contracts, BOE states:

Due to the confidentiality of service contracts, 46 U.S.C. § 40502(b) and 46 C.F.R. § 530.4, and the impracticality of redacting those confidential provisions from a service contract submitted as a public version, BOE has not filed copies of the contracts referenced herein. The contracts are available for review in the SERVCON database and may be received in evidence by reference pursuant to 46 C.F.R. § 502.161.

(Motion for Default at 6 n.5.)

The Act sets forth certain requirements for service contracts.

(a) *In general.* – An individual ocean common carrier or an agreement between or among ocean common carriers may enter into a service contract with one or more shippers subject to the requirements of this part.

(b) *Filing requirements.* – (1) In general. Each service contract entered into under this section by an individual ocean common carrier or an agreement shall be filed confidentially with the . . . Commission. . . .

(c) *Essential terms.* – Each service contract shall include (1) the origin and destination port ranges; (2) the origin and destination geographic areas in the case of through intermodal movements; (3) the commodities involved; (4) the minimum volume or portion; (5) the line-haul rate; (6) the duration; (7) service commitments; and (8) the liquidated damages for nonperformance, if any.

(d) *Publication of certain terms.* – When a service contract is filed confidentially with the Commission, a concise statement of the essential terms specified in paragraphs (1), (3), (4), and (6) of subsection (c) shall be published and made available to the general public in tariff format.

46 U.S.C. § 40502.

The relevant essential terms in the Maersk-Oceanic Bridge and Maersk-Dalian Haiqiao service contracts that section 40502(d) does not require to be made public are already in the public record of this proceeding. The bills of lading and arrival notices set forth the ports of loading, arrival ports, commodities, and basic ocean freight for each shipment. (*See, e.g.*, BOE App. at 4-10 (showing basic ocean freight of \$2140 for the December 8, 2010, shipment of hardware transported from Ningbo, China, to Miami, Florida, pursuant to Maersk bill of lading 582502041) and VS Carley ¶ 5-9 and Attachment A (showing effective dates of contracts, Dalian Haiqiao service contract rate of \$2140, and Oceanic Bridge service contract rate of \$2640 for transportation of hardware between Ningbo, China, and Miami, Florida, as of December 8, 2010).) Similar information is set forth in the shipping documents for the other forty-eight shipments.

BOE states that the service contracts are available on SERVCON, the Commission's internet-based filing system for ocean common carrier service contracts and non-vessel-operating common carrier service arrangements. Service contracts are kept confidential. *See* <http://www.fmc.gov/questions/#382> and #390, last visited July 1, 2014. The undersigned does not have access to service contracts on SERVCON.


Because representations about the confidential terms are already in the public record, further protection of those portions of the service contracts does not seem warranted. BOE is ordered to file copies of the four service contracts. BOE should redact protected essential terms not already disclosed.

5. OBI Shipping, Inc. (OBI) Settlement.

The Asandas statement states that OBI Shipping, Inc. (OBI), another NVOCC related to Oceanic Bridge, was also involved in the shipments.

OBI was the subject of separate enforcement action for civil penalties for its role in the shipments at issue here. OBI resolved BOE's claim for civil penalties by entering into a compromise agreement under the provisions of 46 C.F.R. Part 502, Subpart W. See Commission Press Release 14-03, issued Mar. 12, 2014.

(VS Asandas ¶ 31.) BOE is ordered to file a copy of the OBI settlement.


Clay G. Guthridge
Administrative Law Judge